

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF PFLUGERVILLE, TEXAS, ANNEXING, FOR FULL PURPOSES, A 40-ACRE TRACT OF LAND SITUATED IN THE J. ZAMBRANO SURVEY NO. 38, ABSTRACT NO. 844, AND A 131.73-ACRE TRACT OF LAND SITUATED IN THE J.P. KEMPE SURVEY NO. 12, ABSTRACT NO. 462, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY; EXTENDING THE BOUNDARIES OF THE CITY TO INCLUDE THE LAND; AND TO BE ZONED AGRICULTURE-CONSERVATION (A); BINDING THE LAND TO ALL OF THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY; APPROVING A SERVICE PLAN; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Pflugerville, Texas (the “City”) desires to annex approximately 171.73 acres of land, consisting of a 40 acre tract of land situated in the J. Zambrano Survey No. 38, Abstract No. 844, and a 131.73 acre tract of land situated in the J.P. Kempe Survey No. 12, Abstract No. 462, of the Real Property Records of Travis County, Texas, more particularly described and depicted in **Exhibit “A”**, attached hereto and incorporated herein by reference (the “Property”); and

**WHEREAS**, pursuant to Chapter 43, Subchapter B, of the Texas Local Government Code, the annexation area is contiguous to the City, vacant, and without residents; and

**WHEREAS**, the City Council approved a resolution on April 26, 2016 approving the schedule for annexation of the Property; and

**WHEREAS**, the City Council held public hearings on June 14, 2016 and June 28, 2016 for all interested persons to attend; and

**WHEREAS**, the City has complied with all conditions precedent necessary to take this action, has properly noticed and conducted all public hearings and public meetings pursuant to the Texas Local Government Code and Texas Government Code, as applicable.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE, TEXAS:**

**Section 1.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2.** The Property is hereby annexed to the City, and the boundaries of the City are extended to include the Property within the corporate limits of the City. From and after the date of this ordinance, the Property shall be bound by the acts, ordinances, resolutions, and regulations of the City.

**Section 3.** The City finds annexation of the Property to be in the public interest due the Property providing enhancements and greater public access, additional public right-of-way and open spaces, and promotes economic growth of the Property and surrounding areas.

**Section 4.** The Property shall be zoned Agriculture-Conservation (A) and is currently used for public use purposes.

**Section 5.** The service plan attached as **Exhibit “B”** is approved, and municipal services shall be extended to the Property in accordance therewith.

**Section 6.** The City Secretary is directed to file a certified copy of this Ordinance in the office of the County Clerk of Travis County, Texas, and in the official records of the City.

**Section 7.** This Ordinance will take effect upon its adoption by the City Council in accordance with the provisions of Section 3.15(d) of the City Charter.

**Section 8.** The City Council intends to annex the Property described in this Ordinance; but if there is included within the description of the Property annexed by this Ordinance any lands or area that may not be annexed by the City for any reason, including right-of-way owned or maintained by Travis County, Texas (“Excluded Lands”), then the Excluded Lands should be excluded and excepted from the Property annexed by this Ordinance as fully as if the Excluded Lands were expressly described in this Ordinance and the remainder of the Property was annexed to the City.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

CITY OF PFLUGERVILLE, TEXAS

By: \_\_\_\_\_  
Jeff Coleman, Mayor

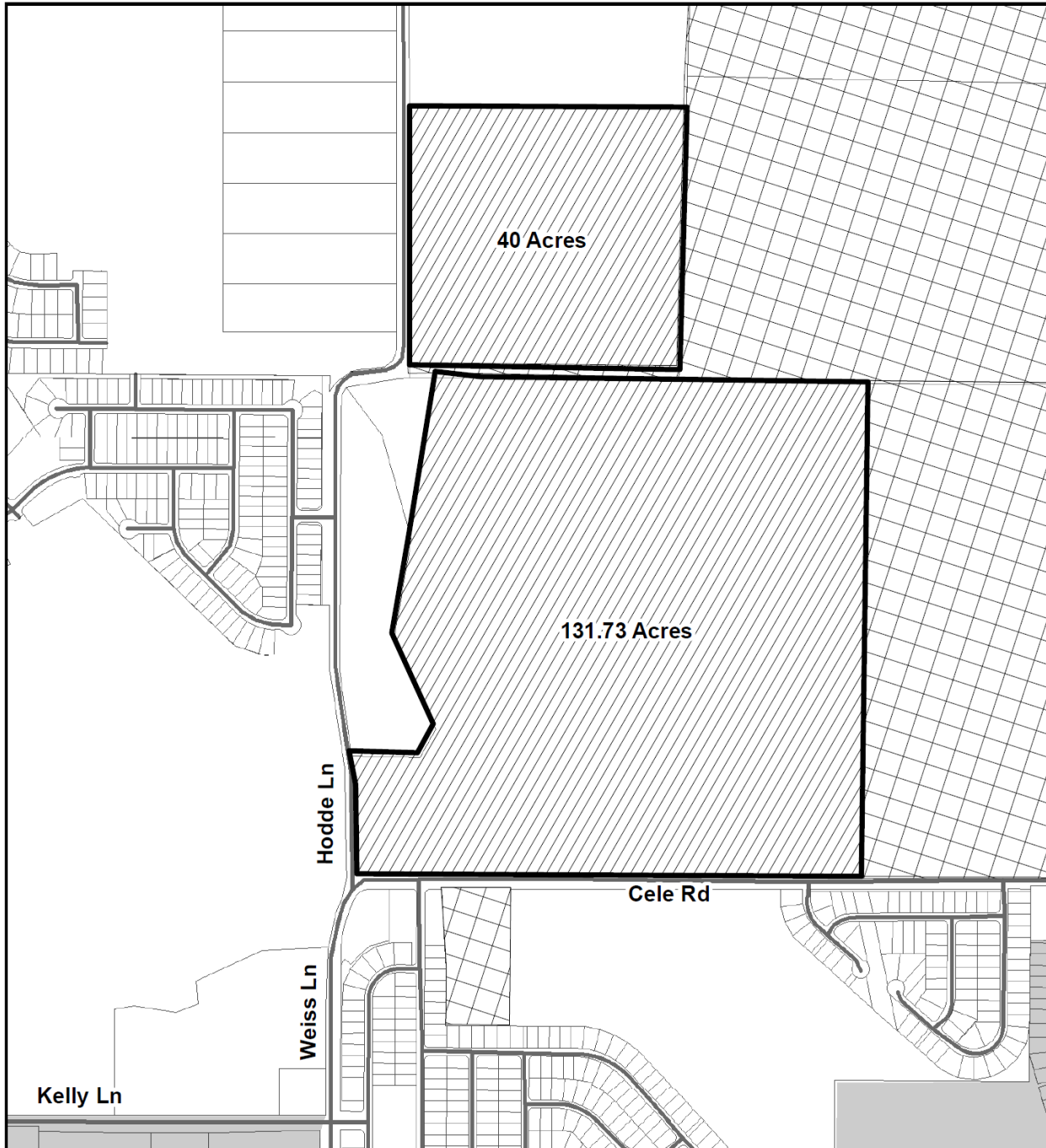
ATTEST:

\_\_\_\_\_  
Karen Thompson, City Secretary

APPROVED AS TO FORM:





\_\_\_\_\_  
George E. Hyde, City Attorney  
DENTON NAVARRO ROCHA BERNAL HYDE & ZECH, P.C.

# EXHIBIT "A"



## Proposed Annexation

### Legend

-  Areas To Be Annexed
-  City Limits
-  Pflugerville ETJ
-  Development Agreements Contiguity per TLGC 43.035C.

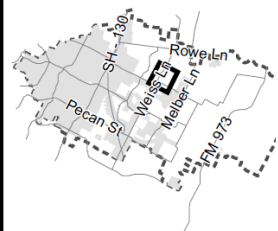
0 500 1,000 Feet



When required the City of Pflugerville complies with Texas Local Government Code for public notifications. All notification addresses are derived from tax role information that is certified annually.



### Locator Map



## EXHIBIT "A"

DESCRIPTION OF A TRACT OF LAND CONTAINING 40.00 ACRES (1,742,469 SQUARE FEET) OF LAND SITUATED IN THE JUAN ZAMBRANO SURVEY NO. 38, LOCATED IN TRAVIS COUNTY TEXAS, 38.22 ACRES BEING OUT OF A 199.80 ACRE TRACT CONVEYED TO DON LEE WEISS, RECORDED IN VOLUME 2624 PAGE 275 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND 1.78 ACRES BEING OUT OF A 2.935 ACRE TRACT OF LAND CONVEYED TO DON LEE WEISS AND WIFE GLADYS O. WEISS, RECORDED IN VOLUME 4546 PAGE 343 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at an ½" iron rod found for the north west corner of a 135.31 acre tract conveyed to Pflugerville Independent School District, recorded in Document Number 2008092209 of the Official Public Records of Travis County, Texas, same being a point on the south right of way line Hodde Lane, the following three (3) courses:

1. S 70° 17' 17" E 60.18 feet to a ½" iron rod found
2. S 69° 06' 17" E 96.45 feet to a ½" iron rod found.
3. S 69° 50' 59" E 110.51 feet to an iron rod found

THENCE, S 64° 32' 36" E 46.30 feet to a ½" iron rod set with a yellow cap stamped "GIL ENGINEERING" for an exterior ell corner of the Hodde Lane right of way line, same being a point on the north line of said 135.31 acre tract, also being the southwest corner of a 1.464 acre tract conveyed to Tartan Limited Partnership recorded in Document Number 2003254152 of the Official Public Records of Travis County, Texas,

THENCE, N 27° 10' 59" E 52.69 feet to a ½" iron rod set with a yellow cap stamped "GIL ENGINEERING" following the west line of said 1.464 acre tract, same being the east right of way line of Hodde Lane for the southwest corner of the herein described tract, same being the north west corner of said 1.464 acre tract, to the **POINT OF BEGINNING**.

THENCE, N 27° 10' 58" E 1,283.72 feet to a ½" iron rod set with a yellow cap stamped "GIL ENGINEERING" and following the west line of the herein described tract same being the east right of way line of Hodde Lane and being the north west corner of the herein described tract, same being the newly created south west corner of the remainder of said 199.80 acre tract,

40.00 ACRE TRACT  
Don Lee Weiss  
To Pflugerville ISD

THENCE, S 62° 49' 02" E 1,312.22 feet crossing said 199.80 acre tract to a ½" iron rod set with a yellow cap stamped "GIL ENGINEERING" to a point on the east line of the said 199.80 acre being the newly created south east corner of said remainder of 199.88 acre tract also being in the west line of the 2.935 acre tract conveyed to Don Lee Weiss and Gladys O. Weiss, also being the newly created south west corner of the remainder of said 2.935 acre tract,

THENCE, S 62° 49' 02" E 60.00 feet to a ½" iron rod set with a yellow cap stamped "GIL ENGINEERING" for the north east corner of the herein described tract, same being the newly created south east corner of the remainder of said 2.935 acre tract, also being a point on the west line of a 125.75 acre tract conveyed to Tartan Limited Partnership, recorded in Document Number 2003254152 of the Official Public Records of Travis County, Texas,

THENCE, S 28° 38' 25" W 1,290.80 feet to a ½" iron rod set with a yellow cap stamped "GIL ENGINEERING" along the east line of herein described tract, same being the west line of said 125.88 acre tract, also being the east line of said 2.935 acre tract for the south east corner of the herein described tract, also being the south east corner of the said 2.935 acre tract and being an exterior ell corner of said 125.88 acre tract,

THENCE, N 62° 20' 50" W 59.98 feet to a ½" iron rod set with a yellow cap stamped "GIL ENGINEERING" following a north line of said 125.88 acre tract same being the south line of said remainder of 2.935 acre tract for the north east corner of said 1.464 acre tract same being the south west corner of said remainder of 2.935 acre tract and being a point on the south line of the herein described tract also being the south east corner of the said 199.80 acre tract.

THENCE, N 62° 20' 50" W 1,133.73 feet to a ½" iron set with a yellow cap stamped "GIL ENGINEERING", following the north line of said 1.464 acre tract same being the south line of the herein described tract and the south line of the said 199.80 acre tract

THENCE, N 64° 02' 40" W 145.74 feet following the north line of said 1.464 acre tract same being the south line of the herein described tract and the south line of the said 199.80 acre tract to the **POINT OF BEGINNING** and containing 40.00 acres more or less.

That I, Victor M. Gil, a Registered Professional Land Surveyor, do hereby state that the description provided hereon is true and correct to the best of my knowledge.

  
Victor M. Gil R.P.L.S No. 5417



131.73 acres

THAT PART OF THE JAMES P. KEMPE SURVEY No. 12, IN TRAVIS COUNTY, TEXAS, BEING A PART OF THAT 135.31 ACRE TRACT OF LAND CONVEYED TO BOARD OF TRUSTEES OF PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT BY DEED RECORDED IN DOCUMENT No. 2008092209 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod found at the intersection of the North Line of Cele Road and the East Line of Hodde Lane at the Southwest Corner of said 135.31 Acre Tract;

THENCE along the East Line of Hodde Lane and the West Line of said 135.31 Acre Tract the following two courses:

1. N.25°28'09"E. a distance of 505.48 feet to a 1/2" iron rod found;
2. N.14°45'39"E. a distance of 109.11 feet a 1/2" iron rod found at the Southwest Corner of that 12.48 Acre Tract conveyed to New Life Baptist Church by deed recorded in Document No. 2005170808 of the Official Public Records of Travis County, Texas, and the Westerly Northwest Corner of said 135.31 Acre Tract;

THENCE along the Common Line of said 135.31 Acre Tract and said 12.48 Acre Tract the following four courses:

1. S.61°09'16"E. a distance of 341.55 feet to a 3/8" iron rod found;
2. N.55°18'01"E. a distance of 162.61 feet to a 1/2" iron rod found;
3. N.02°29'20"E. a distance of 498.09 feet to a 1/2" iron rod found;
4. N.36°52'07"E. a distance of 502.22 feet to a 3/8" iron rod found;

THENCE N.36°17'47"E. across said 135.31 Acre Tract a distance of 818.18 feet to an angle point in the North Line of said 135.31 Acre Tract and the South Line of that 1.464 Acre Tract conveyed to Tartan Limited Partnership by deed recorded in Document No. 2003254152 of the Official Public Records of Travis County, Texas, (from which point a 1/2" iron rod found in said North Line bears N.65°06'39"W., 195.84 feet);

THENCE S.62°20'47"E. along the North Line of said 135.31 Acre Tract and the South Line of said 1.464 Acre Tract (at 1133.40 feet pass a 1/2" iron rod found at the Southeast Corner of said 1.464 Acre Tract, and at 1194.03 feet pass a 1/2" iron rod found with Gil Engineering cap and continue along the South Line of that 125.88 Acre Tract conveyed to Tartan Limited Partnership in said Document No. 2003254152) in all a distance of 1414.50 feet to a 3/8" iron rod found;

THENCE S.62°28'33"E. along the North Line of said 135.31 Acre Tract and the South Line of said 125.88 Acre Tract a distance of 723.58 feet to a 1/2" iron rod found at the Northeast Corner of said 135.31 Acre Tract and the Northwest Corner of that 151.80 Acre Tract conveyed to 7B Farm, LLC, by deed recorded in Document No. 2015017146 of the Official Public Records of Travis County, Texas;

THENCE S.27°28'32"W. along the East Line of said 135.31 Acre Tract and the West Line of said 151.80 Acre Tract a distance of 2478.42 feet to the North Line of Cele Road at the Southeast Corner of said 135.31 Acre Tract and the Southwest Corner of said 151.80 Acre Tract;

THENCE N.62°57'52"W. along the North Line of Cele Road and the South Line of said 135.31

Acre Tract a distance of 2510.81 feet to the said Point of Beginning.

Containing 131.73 acres, more or less, as shown on the sketch attached.

*John K. Weigand July 10, 2016*  
J. Kenneth Weigand  
Registered Professional Land Surveyor No. 5741  
State of Texas



RJ Surveying & Associates, Inc.  
2900 Jazz Street  
Round Rock, Texas 78664  
F-10015400

Bearings are Texas State Plane Central Zone NAD 83

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

## **EXHIBIT “B”**

### **SERVICE PLAN**

#### **SERVICE PLAN FOR PROPOSED ANNEXATION BY THE CITY OF PFLUGERVILLE, IN TRAVIS COUNTY, TEXAS**

This service plan establishes a program under which the City of Pflugerville, Texas (the “City”), will provide full municipal services to the area described on the attached Exhibit “A” of the Ordinance (the “Annexed Area”), as required by § 43.065 of the Texas Local Government Code.

#### **I.**

The City will provide the following municipal services to the Annexed Area at a level consistent with protection to other areas within the City:

- A. Police Protection. The City provides police service within its City limits, including routine patrols through the City and law enforcement services upon call. After annexation, police protection will be provided to the Annexed Area at a level consistent with the service to other areas of the City with similar population density. The City’s police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.
- B. Fire Protection and Emergency Medical Service.
  - 1. Travis County Emergency Services District No. 2 (TCESD #2) includes the City and the Annexed Area. TCESD #2 will continue to provide fire protection service to the Annexed Area after annexation.
  - 2. The City fire marshal enforces the City fire code, investigates fires, and conducts fire prevention inspections within the City limits, and will provide these services within the Annexed Area after annexation.
  - 3. The City provides Emergency Medical Transport Services through an interlocal agreement with Travis County, Texas. After annexation, transport services will be provided to the Annexed Area at a level consistent with the service to other areas of the City with similar population density. Emergency Medical First Responder Services are provided by TCESD #2, and TCESD #2 will continue to provide such services to the Annexed Area after annexation.

#### **II.**

The City will provide the following municipal services to the Annexed Area on the same basis as it provides such services to other similarly situated areas of the City:

- A. Solid Waste Collection. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and a private refuse collection company. The residential solid waste collection services include garbage collection, recycling, and bulky item collection. This service will be provided for a fee to



any person within the Annexed Area requesting the service after the date of annexation. The City may not prohibit the collection of solid waste by a private provider or charge a fee for solid waste collection to any resident who continues to use the services of a private provider during the first two years following annexation. If a resident continues to use the services of a private provider during the two years following annexation, the City is not required to provide solid waste collection services to that resident.

B. Maintenance. Routine maintenance of the following City-owned facilities, if any, will be provided within the Annexed Area effective as of the date of annexation:

1. **Water and wastewater facilities** that are not within the service area of another water or wastewater utility. These facilities will include all internal water and wastewater distribution and collection lines owned by the City that are within the Annexed Area. The City maintains distribution and collection lines and handles all customer billing, service calls and complaints.
2. **Public streets and right-of-ways.** The City provides street repairs, improvements, inspections, street lighting and traffic control devices. This City does not maintain private streets or private right-of-ways.
3. **Publicly owned parks, playgrounds, and swimming pools.** The City will maintain and operate publicly owned land and facilities within the annexation area.
4. **Other public easement, facilities or buildings,** including drainage facilities, such as drainage channels, storm sewers and detention ponds contained within dedicated public easements. The City maintains drainage facilities through regular mowing and cleaning or repair, as needed. The City will inspect the land and perform maintenance within improved channels and drainage facilities as required which includes but is not limited to mowing and the removal of debris. Any unacceptable conditions that exist in the drainage areas and are reported to the City of Pflugerville between scheduled inspections will be evaluated and resolved as necessary. A maintenance schedule for these areas can be obtained from the Public Works and Parks and Recreation Departments. If the City establishes a city-wide maintenance plan after the establishment of this service plan the city-wide service plan will replace the maintenance plan established in this service plan.

C. Development Regulation. The City will enforce zoning, subdivision development, site development and building code regulations within the Annexed Area after annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Annexed Area will be reviewed for compliance with City standards and regulations.

D. Other Services. City recreational facilities, including parks and library, will be available for use by residents of the Annexed Area on the same basis as those facilities are available to current City residents. City residents receive program preference for some City programs.

### III.

- A. Capital Improvements. As provided in Section 43.056(e) of the Local Government Code, the City will begin acquiring or constructing capital improvements necessary for providing municipal services adequate to serve the Annexed Area. The acquisition or construction will occur in accordance with applicable ordinances and regulations of the City.
- B. Water and Wastewater Service. For portions of the Annexed Area not within the certificated service areas of the City or another utility, the City will extend water and wastewater service to such areas in accordance with the City's service extension policy as stated below, at the appropriate levels considering the topography, land use and population density of the property requesting service. In addition, unless consistent with the City's existing requirements for funding of extensions of water or wastewater service to areas within the current City limits, landowners within the Annexed Area will not be required to fund the capital improvements necessary to provide water and wastewater service under this service plan.

The portions of the Annexed Area that are currently within the certificated service areas of other water and wastewater utilities will continue to receive water and wastewater utility services from such utility providers after annexation.

**CITY OF PFLUGERVILLE**  
**WATER AND WASTEWATER SERVICE EXTENSION POLICY**

**A. GENERAL POLICY**

- (1) This policy applies to customers requiring extensions to the City's sewer and water systems, including extensions to existing subdivisions that have not previously been served by City utilities, and excluding extensions to new subdivisions that are covered by the City's subdivision ordinance.
- (2)
  - (a) The City will extend a water distribution main up to 50 feet within a dedicated street, alley or easement, without additional cost to the customer above the standard connection charges.
  - (b) The City will extend lateral sewers or sewer mains only upon the payment of the actual costs of the extension by the customer as provided in this policy.
- (3) If a customer desires service which requires an extension of more than 50 feet of water mains, or an extension of lateral sewers or sewer mains, the customer may advance the funds required for the extension and receive a partial refund as future customers connect to the extension.
- (4) The City is not required to fund system extensions from surplus revenues, bond funds or other public funds, but reserves the right, at its discretion, to use these funds if they become available. Projects will be considered based upon the public health and well-being and the willingness of the customers involved to cost-participate. This funding must be approved by the City Council.

**B. PROCEDURE**

- (1) Customers desiring to advance funds for the City to extend its water or sewer systems to provide service to their property must make a written application to the City Manager stating the lot and block number, name of subdivision and street address of the property to be served and the service required. The application must be signed by all property owners initially requesting service and their signatures must be identified with the property they desire to be served.
- (2) Upon receipt of an application, the City Manager will direct the City Engineer to prepare a cost estimate for the extension to the requested point of service. The cost estimate must include estimated construction costs and repair costs for all streets and public utilities affected by the construction.
- (3) The estimated construction cost, plus the applicable meter deposits, impact fees and tap fees for each of the initial customers requiring the extension, must be deposited with the City before construction is initiated by the City. The City will pay for engineering, administration, field surveys and other similar contingencies related to the extension.
- (4) Each customer participating in a system extension under this policy must execute a written agreement with the City which describes the extension, specifies the total per-customer costs of the extension, and sets forth the names and addresses of each person to whom refunds are payable.

- (5) After all required funds are paid to the City, the customers may require that competitive bids be received from private contractors for the work; otherwise the City Manager will determine whether the work is to be let by competitive bid or performed by City personnel for the amount of the estimate.
- (6) If bids are received on the work, the amount of the deposit will be adjusted, by additional collections or refunds, to the actual contract price plus applicable meter deposits, impact fees and tap fees. These adjustments will be made before the work is begun.

**C. ASSIGNMENT OF COSTS**

If multiple customers cooperate to fund a system extension, the proportion of the project cost assigned to each participating customer will be determined according to the following formula:

$$(\text{customer's capacity in project} \div \text{total project capacity}) (\text{total project cost})$$

In addition to these extension costs, each customer must pay the applicable meter deposits, impact fees and tap fees, and must provide a sewer service line or water service line to the water meter or sewer tap.

**D. SUBSEQUENT USER FEES**

- (1) The City will require each new customer who connects to a line extension project financed by customers under this policy to pay all standard connection charges plus a subsequent user fee determined in accordance with paragraph C. As these subsequent user fees are collected by the City, refunds will be made to the customers who paid for the extension as provided in the written agreement required under paragraph B(4). Refunds will be made within 30 days after the subsequent user fees are paid to the City, and will be divided among the initial participants in the same proportion as their participation in the extension project.
- (2) No refunds will be made after 5 years from the date of completion of the project and no refunds of less than \$25 per participating customer will be made.